

Exhibit 1

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ERICA FRASCO, et al., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

FLO HEALTH INC., META PLATFORMS,
INC., GOOGLE, LLC, and FLURRY, LLC,

Defendants

Case No. 3:21-cv-00757-JD

**PLAINTIFFS' THIRD SUPPLEMENTAL
INITIAL DISCLOSURES PURSUANT
TO FED. R. CIV. P. 26(a)(1)(E)**

1 Plaintiffs Erica Frasco, Sarah Wellman, Jennifer Chen, Tesha Gamino, and Autumn Meigs
2 (“Plaintiffs”), by their undersigned attorneys, hereby serve on Flo Health, Inc. (“Flo Health”), Meta
3 Platforms, Inc. (“Meta”), Google LLC (“Google”), and Flurry, LLC (“Flurry”) (“Defendants”) a
4 third set of supplemental initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1)(E), thus updating
5 their August 5, 2021 initial disclosures, September 17, 2021 first supplemental initial disclosures,
6 and May 27, 2025 second supplemental initial disclosures, served pursuant to Fed. R. Civ. P.
7 26(a)(1). By providing these supplemental initial disclosures, Plaintiffs do not waive any objections
8 they may have, including objections to: (i) the use or reliance upon the information or documents
9 referenced herein at trial, deposition, or for any other purpose, or (ii) the admissibility or relevancy
10 of any of the information or documents referenced herein.
11

12 **THIRD SUPPLEMENTAL INITIAL DISCLOSURE QUALIFICATIONS**

13 Plaintiffs make the following supplemental initial disclosures based solely on information
14 reasonably available to them to date and reserve the right to amend or supplement these disclosures
15 in accordance with Rule 26(e) of the Federal Rules of Civil Procedure. Plaintiffs further reserve
16 the right to rely on information discovered from sources identified by Defendants. By making these
17 disclosures, Plaintiffs do not represent that they have identified every document, tangible thing, or
18 witness possibly relevant to this lawsuit or that the disclosed witnesses necessarily have current
19 knowledge of the identified areas of information. These disclosures are made upon information
20 presently known to Plaintiffs and are made without prejudice to Plaintiffs’ rights to produce during
21 discovery or at trial, such data, information, or documents as are: (a) subsequently discovered; (b)
22 subsequently determined to be relevant for any purpose; or (c) subsequently determined to have
23 been omitted from this and any supplemental disclosure statements. Plaintiffs hereby expressly
24 reserve all objections to the use for any purpose of any of the information and documents
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1 referenced herein in this case or any other proceeding. Plaintiffs do not waive their rights to object
 2 to the production of any document or testimony of such witness on any ground, including attorney-
 3 client privilege, the work product doctrine, relevance, or other limitations provided for in the
 4 Federal Rules of Civil Procedure or Federal Rules of Evidence. By referring to documents and
 5 individuals in the disclosure process, Plaintiffs make no representations or concessions regarding
 6 the relevancy, admissibility, or appropriateness of any particular documents or information. By
 7 referring to documents and individuals in the disclosure process, Plaintiffs do not waive their rights
 8 to object to the Defendants' discovery requests on any basis, including, but not limited to,
 9 relevance, overbreadth, burden, attorney-client privilege, the attorney work product doctrine, or
 10 any other lawful protection from disclosure. Pursuant to Rule 26(a)(1)(A), Plaintiffs do not here
 11 identify individuals whose information would be used solely for impeachment. Plaintiffs have not
 12 included experts and/or consultants whom they may retain or have retained.

14 **SUPPLEMENTAL INITIAL DISCLOSURES PURSUANT TO FED. R. CIV. P. 26(a)(1)(E)**

16 **I. Computation of any category of damages claimed by Plaintiffs, and documents**
 17 **or other evidentiary materials upon which each computation is based (Rule**
 18 **26(a)(1)(A)(iii))**

18 Plaintiffs seek damages, reasonable attorneys' fees, expert witness fees, other reasonable costs,
 19 and expenses incurred during the litigation. The computation of each category of damages below
 20 is based on the discovery record. In addition to those fees already incurred, attorney and expert
 21 witness fees and costs and expenses will be incurred on an ongoing basis. In addition to statutory
 22 damages listed below, Plaintiffs are seeking nominal and punitive damages, and reserve their right
 23 to later seek injunctive relief. Plaintiffs are no longer seeking disgorgement.

Defendant	Claim	Damages Sought
Flo Health	CMIA ¹ (as to Meta)	For each member of the Nationwide Class ² , for whom a violation of the CMIA is proven, related to Flo Health sharing with Meta the alleged Custom App Event (“CAE”) data in connection with Flo Health’s onboarding survey, damages against Flo Health shall be equal to \$1,000 per violation, which is the amount of statutory damages set forth in Cal. Civ. Code § 56.36(b)(1) for violations of the CMIA. For the avoidance of doubt, Plaintiffs intend to pursue damages for a single violation of CMIA for each member of the Nationwide Class as against Flo Health for the CAE data it shared with Meta, regardless of how many CAEs were shared with Meta.
	CMIA (as to Google)	For each member of the Nationwide Class, for whom a violation of the CMIA is proven related to Flo Health sharing data with Google the alleged CAE data in connection with onboarding survey, damages against Flo Health shall be equal to \$1,000 per violation, which is the amount of statutory damages set forth in Cal. Civ. Code § 56.36(b)(1) for violations of the CMIA. For the avoidance of doubt, Plaintiffs intend to pursue damages for a single violation of CMIA for each member of the Nationwide Class as against Flo Health for the CAE data it shared with Google, regardless of how many CAEs were shared with Google.
	CMIA Total	Plaintiffs estimate that based on Flo Health’s own documents, there are approximately 13 million members of the Nationwide Class (<i>see</i> FLO-00106857), and if that estimation proves accurate following trial and/or a claims process, damages for the entire Nationwide Class against Flo Health for violations of the CMIA would be \$26 billion.
	Common Law + California Constitution Claims	For each member of the Nationwide Class, for whom claims for breach of contract are proven, damages shall be equal to an amount of nominal and/or punitive damages to be determined by the jury. For each member of the California Subclass ³ , for whom a claim

¹ California Confidentiality of Medical Information Act, California Civil Code §§ 56 *et seq.* (“CMIA”).

² All Flo App users in the United States who entered menstruation and/or pregnancy information into the Flo Health App between November 1, 2016, and February 28, 2019, inclusive. ECF No. 605 at 34.

³ All Flo App users in California who entered menstruation and/or pregnancy information into the Flo Health App while residing in California between November 1, 2016, and February 28, 2019, inclusive. *Id.*

		under Art.1, Sec.1 of the California Constitution is proven, damages shall be equal to an amount of nominal and/or punitive damages to be determined by the jury.
	Intrusion Upon Seclusion	For each member of the Nationwide Class, for whom claims for intrusion upon seclusion are proven, damages shall be equal to an amount of nominal and/or punitive damages to be determined by the jury.
Meta	CIPA ⁴	For each member of the California Subclass, for whom a violation of CIPA is proven as to Meta, damages against Meta shall be equal to \$5,000 per violation, which is the amount of statutory damages set forth in Cal. Pen. Code § 637.2(a)(1) for violations of CIPA. For the avoidance of doubt, Plaintiffs intend to pursue damages for a single violation of CIPA for each member of the California Subclass as against Meta.
Google	CIPA	For each member of the California Subclass, for whom a violation of CIPA is proven as to Google, damages against Google shall be equal to \$5,000 per violation, which is the amount of statutory damages set forth in Cal. Pen. Code § 637.2(a)(1) for violations of CIPA. For the avoidance of doubt, Plaintiffs intend to pursue damages for a single violation of CIPA for each member of the California Subclass as against Google.

Dated: June 12, 2025

/s/ Carol C. Villegas

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⁴ California Invasion of Privacy Act, California Penal Code §§ 630, *et seq.* (“CIPA”).

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CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of June, 2025, I caused the foregoing document to be served via electronic mail to counsel for Defendants Flo Health, Inc., Google, LLC, and Meta Inc.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Carol C. Villegas
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